

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

CLINT REYNOLDS AND
ASHLEY REYNOLDS,

Plaintiffs.

VS.

HUMANA INSURANCE COMPANY,
HUMANA HEALTH PLAN OF TEXAS, INC.,
HUMANA HEALTH PLAN, AND
HUMANA.

Defendants.

CIVIL ACTION NO. 1:16-cv-58

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332(a), 1441 and 1446 and LR 81.1, Defendants Humana Insurance Company, Humana Health Plan of Texas, and Humana Health Plan file this Notice of Removal and seek to remove this action from the 43rd District Court of Parker County, Texas, to the United States District Court for the Northern District of Texas. Fort Worth Division.

I. BACKGROUND

1. This case was originally filed on March 17, 2016, in 43rd District Court of Parker County, Texas, in the case styled *Clint Reynolds and Ashley Reynolds v. Humana Insurance Company, Humana Health Plan of Texas, Inc., Humana Health Plan and Humana*, No. CV16-0306. A true and correct copy of Plaintiffs' Original Petition is attached hereto at **Exhibit A-1**.

2. Service of Process was made upon Humana Health Plan, Inc. on March 22, 2016.

3. Service of Process was made upon Humana Health Plan of Texas, Inc. on March 22, 2016.

4. Humana Insurance Company has not been properly served.
5. Plaintiffs did not attempt service upon Humana.
6. Plaintiffs' Original Petition alleges various claims, including breach of contract, related to Humana Insurance Company's denial of claims for benefits under a health insurance policy. **Exhibit A-1**, p. 3-4.

II. GROUND FOR REMOVAL

This Court has diversity jurisdiction over this case pursuant to 28 U.S.C. § 1332(a). Accordingly, Defendants may remove this case to this Court pursuant to 28 U.S.C. § 1441(a) because the parties are citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

A. Diversity of the Parties

Plaintiffs allege that they are residents of the State of Texas. *See* **Exhibit A-1**, p. 1.

Plaintiffs allege that Defendants Humana Insurance Company, Humana Health Plan of Texas, Inc., and Humana Health Plan are each Kentucky corporations. *See* **Exhibit A-1**, p. 1-2.

Plaintiffs allege that Defendant "Humana is a subdivision and/or name under which Defendant Humana Insurance Company is doing business or has done business." *See* **Exhibit A-1**, p. 1. Plaintiffs have not filed a certificate of service relating to Humana.

In any event, Plaintiffs contracted for health insurance coverage with Defendant Humana Insurance Company. Defendant Humana Insurance Company issued the Plaintiffs' policy, and it denied the claims of which Plaintiffs complain. Therefore, the citizenship of Defendant Humana Insurance Company is relevant for diversity jurisdiction, and Humana Insurance Company is a citizen of Wisconsin. Plaintiffs have improperly joined Defendants Humana Health Plan of Texas and Humana Health Plan. Humana Health Plan of Texas, Inc. and Humana Health Plan did not issue the Reynolds' policy and they did not deny the claims of which the Plaintiffs

complain. Therefore, the citizenship of Humana Health Plan of Texas, Inc. and Humana Health Plan is not relevant.

B. Amount in Controversy

Plaintiffs' Original Petition seeks monetary damages over \$200,000.00 but not more than \$1,000,000.00 per Plaintiff. See Exhibit A-1, p. 4. Therefore, the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Venue

Venue is proper in this district pursuant to 28 U.S.C. § 1441(a) because this district and division embrace the state court where this action was originally filed and has since been pending.

III. REQUIREMENTS FOR REMOVAL

In accordance with 28 U.S.C. § 1446(a) and LR 81.1, Humana attaches the following to this Notice of Removal:

1. A completed civil cover sheet;
2. A supplemental civil cover sheet;
3. An index of all documents that were filed in state court and the date of filing (Exhibit A);
4. A copy of the docket sheet in the state court action (Exhibit B);
5. Each document filed in the state court action (Exhibit A-1); and

Defendants are filing, contemporaneously with this Notice of Removal, a separately signed Certificate of Interested Persons that complies with LR 3.1(c).

Humana Health Plan, Inc. was served with a copy of the Original Petition on March 22, 2016, therefore, this Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b)(1). A jury demand was not made in state court.

As required by 28 U.S.C. § 1446(d), the Defendants, the removing parties, will promptly give all parties written notice of the filing of this Notice of Removal and will promptly file a copy of this Notice of Removal with the Clerk of the 43rd District Court of Parker County, Texas, where the state court action is currently pending.

IV. PRAYER

WHEREFORE, pursuant to 28 U.S.C. §§ 1332(a), 1441 and 1446, Defendants Humana Insurance Company, Humana Health Plan of Texas, and Humana Health Plan hereby remove the case styled *Clint Reynolds and Ashley Reynolds v. Humana Insurance Company, Humana Health Plan of Texas, Inc., Humana Health Plan and Humana*, No. CV16-0306, currently pending in 43rd District Court of Parker County, Texas, to the United States District Court for the Northern District of Texas, Fort Worth Division, so that this Court may assume jurisdiction over the cause as provided by law and requests that Defendants be awarded all such other and further relief to which they may be justly entitled.

Respectfully submitted,

/s/ Michael L. Hood

Michael L. Hood

Attorney-in-Charge

Texas State Bar No. 09943435

michael.hood@haynesboone.com

David M. Merryman, Esq.

Texas State Bar No. 24094844

david.merryman@haynesboone.com

HAYNES AND BOONE, LLP

One Victory Park

2323 Victory Avenue, Suite 700

Dallas, Texas 75219-7673

Telephone: 214-651-5673

Telecopier: 214-200-7460

ATTORNEYS FOR DEFENDANTS

**HUMANA INSURANCE COMPANY,
HUMANA HEALTH PLAN OF TEXAS, INC.,
AND HUMANA HEALTH PLAN**

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing instrument was served on the following counsel in accordance with the Federal Rules of Civil Procedure on April 15, 2016.

J. Patrick Gallagher, Esq.

Texas State Bar No. 07585500

Patrick@hg555.com

HASLAM & GALLAGHER, L.L.P.

555 South Summit Avenue

Fort Worth, Texas 76104

Texarkana, Texas 75504

Telephone: 817-332-3115

Telecopier: 817-332-3148

ATTORNEY FOR PLAINTIFFS

CLINT REYNOLDS AND

ASHLEY REYNOLDS

☒ **Certified Mail, Return Receipt Requested**

Certified Article Number

7196 9008 9111 7101 1217

SENDERS RECORD

☒ **ECF**

☐ E-Mail

☐ Facsimile

☐ First-Class U.S. Mail

☐ Hand-Delivery

☐ Over-Night Delivery

/s/Michael L. Hood

Michael L. Hood

EXHIBIT A

EXHIBIT A-1



CORPORATION SERVICE COMPANY

Notice of Service of Process

Transmittal Number: 14945233
Date Processed: 03/23/2016

Primary Contact: Elizabeth Monohan
Humana Inc.
500 West Main Street
Louisville, KY 40202

Copy of transmittal only provided to: Joyce King
Brian Bargender
Andrew Heineman
Kara Vogelsang
Wendy Enfors
Eric Holdridge
Lori Mattingly
Dora Menard

Entity:	Humana Health Plan, Inc. Entity ID Number 1884045
Entity Served:	Humana Health Plan, Inc
Title of Action:	Clint Reynolds vs. Humana Insurance Company
Document(s) Type:	Citation/Petition
Nature of Action:	Contract
Court/Agency:	Parker County District Court, Texas
Case/Reference No:	CV16-0306
Jurisdiction Served:	Texas
Date Served on CSC:	03/22/2016
Answer or Appearance Due:	10:00 am Monday next following the expiration of 20 days after service
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Sharena Gilliland Not Shown

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

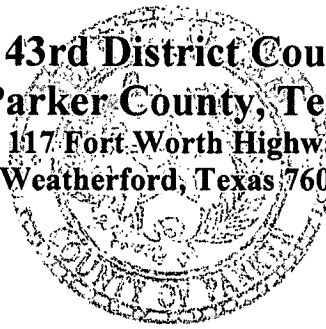
To avoid potential delay, please do not send your response to CSC

CSC is SAS70 Type II certified for its Litigation Management System.

2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

Cause No.: CV16-0306

43rd District Court
Parker County, Texas
117 Fort Worth Highway
Weatherford, Texas 76086

**THE STATE OF TEXAS****March 18, 2016**

Humana Health Plan, Inc
Reg. Agent: Corporation Service Company
211 E 7th St. STE 620
Austin TX 78701

NOTICE: YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY. IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 A.M. ON THE MONDAY NEXT FOLLOWING THE EXPIRATION OF TWENTY (20) DAYS AFTER YOU WERE SERVED THIS CITATION AND PETITION, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU.

The suit was filed in the 43rd District Court in and for Parker County on **March 17, 2016**, and styled:
CV16-0306

**Clint Reynolds and Ashley Reynolds vs. Humana
Insurance Company, Humana Health Plan of Texas,
Inc., Humana Health Plan, Inc. and Humana**

Parties to the Suit:

Plaintiff(s): Clint Reynolds; Ashley Reynolds

**Defendant(s): Humana Insurance Company; Humana Health Plan of Texas, Inc.; Humana
Health Plan, Inc.; Humana**

The nature of the suit is shown in the copy of the attached petition.

ISSUED under my hand and seal in Weatherford, Parker County, Texas on this **18th day of March, 2016.**



SHARENA GILLILAND
District Clerk
Parker County, Texas

Signed: 3/18/2016 9:58:35 AM

By: Wanda Padilla
Deputy

Plaintiff(s) Attorney
J Patrick Gallagher
555 S Summit AVE
Fort Worth TX 76104
817-332-3115

RETURN OF SERVICE**Cause No.: CV16-0306****43rd District Court
Parker County, Texas*****Clint Reynolds and Ashley Reynolds vs. Humana Insurance Company, Humana Health Plan of Texas, Inc., Humana Health Plan, Inc. and Humana***

Came to hand on 18th day of March, 2016, and executed by placing in the custody of the United States Postal Service in a postage prepaid envelope by certified mail, return receipt requested, a true copy of the foregoing citation along with a copy of the petition, and properly addressed to the following person and address:

Humana Health Plan, Inc
Reg. Agent: Corporation Service Company
211 E 7th St. STE 620
Austin TX 78701

SHARENA GILLILAND
District Clerk
Parker County, Texas

Signed: 3/18/2016 9:58:38 AM

By: Uda Padilla
Deputy

MAILED VIA:**Certified Mail, Return Receipt Requested (number): 7012 3460 0003 2081 8876**

CAUSE NO. CV16-0306

CLINT REYNOLDS AND	§	IN THE DISTRICT COURT OF
ASHLEY REYNOLDS	§	
	§	
vs.	§	PARKER COUNTY, TEXAS
	§	
HUMANA INSURANCE COMPANY,	§	Parker County - 43rd District Court
HUMANA HEALTH PLAN OF	§	
TEXAS, INC., HUMANA HEALTH	§	
PLAN, INC., AND HUMANA	§	_____ JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

NOW COME Plaintiffs, CLINT REYNOLDS AND ASHLEY REYONLDS, hereinafter referred to as "Plaintiffs", complaining of HUMANA INSURANCE COMPANY, HUMANA HEALTH PLAN OF TEXAS, INC., HUMANA HEALTH PLAN, INC., AND HUMANA, hereinafter referred to as "Defendants" or "Humana", and for cause of action, Plaintiffs would respectfully show the Court and Jury as follows:

I.

Discovery is intended to be conducted under Level 3 of T.R.C.P. 190.1.

II.

Plaintiff, CLINT REYNOLDS, is a resident of Millsap, Parker County, Texas.

Plaintiff, ASHLEY REYNOLDS, is a resident of Millsap, Parker County, Texas.

Defendant HUMANA INSURANCE COMPANY is a Kentucky corporation with the right to transact business Texas under this name and it may be served with process through its corporate office, P.O. Box 14546, Lexington, Kentucky 40512-4546.

Defendant HUMANA is a subdivision and/or name under which Defendant HUMANA INSURANCE COMPANY is doing business or has done business.

Defendant HUMANA HEALTH PLAN, INC is a Kentucky corporation with the right to transact business Texas under this name and it may be served with process through its registered agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

HUMANA HEALTH PLAN OF TEXAS, INC is a Kentucky corporation with the right to transact business Texas under this name and it may be served with process through its registered agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

III.

Venue is proper in Parker County, Texas, based upon V.A.T.S., Civil Practice and Remedies Code, Chapter 15, § 15.002 *et seq.* All or a substantial part of the events or omissions giving rise to this suit occurred in Parker County, Texas.

IV.

Defendants represented to Plaintiffs that they were covered with medical insurance. Defendants issued to Plaintiffs a policy of medical insurance which is incorporated by reference herein as if fully copied and set forth at length. The policy was in full force and effect on the date that Plaintiff Clint Reynolds was injured, which was on or about August 24, 2013. The policy obligated Defendants to insure for medical care and a claim was initiated. As a result of the policy, Defendants were contractually obligated to pay for all medical care required by Mr. Reynolds's injuries.

V.

Defendants initially paid, then denied, Plaintiff's benefits to which he was entitled under the policy of insurance without any reasonable basis for doing so, and the Defendants either knew that there was no reasonable basis to deny the claim or delay payment, or should have known that there was no reasonable basis to deny the claim or delay the payment based upon their duty to investigate. Defendants' denial or delay has proximately caused damages to Plaintiffs.

Because of the actions of the Defendants, Plaintiffs have been forced to incur reasonable attorneys' fees and damages.

VI.

By virtue of the relationship between Plaintiffs and the Defendants, Humana owed Plaintiffs the duties of good faith and fair dealing with respect to their claims, and Defendants were given notice of the claims, both verbally and in writing. Defendants were reasonably apprised of the facts relating to the claim by such notice, and all conditions precedent to Defendants' obligations under the policy have been met. Defendants have violated the Texas Insurance Code, and Defendants further are in violation of the common law duties owed to Plaintiffs of good faith and fair dealing with respect to their claims. Defendants have breached their contract with Plaintiffs, and Defendants have been given notice of Plaintiffs' claims for attorney's fees pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code. Defendants' conduct in this case constitutes fraud, negligence, breach of fiduciary duty, and civil conspiracy.

VII.

Defendants' breach of contract, violations of the Texas Insurance Code, and violations of its common law duties of good faith and fair dealing have been the proximate and/or producing cause of damages to Plaintiffs and Plaintiffs hereby sue for damages for economic loss, mental

anguish, reasonable attorneys' fees and expenses involved in the prosecution of this cause, and eighteen percent (18%) annum penalty pursuant to the Texas Insurance Code.

VIII.

Defendants violated the Texas Deceptive Trade Practices - Consumer Protection Act when they represented in their issuance of the health care policy that the Plaintiffs would be covered by health insurance. They intentionally denied benefits to Plaintiffs when the health policy and their misrepresentations, DTPA violations, insurance code violations, and fraud have been the proximate and producing causes of damages to Plaintiffs.

IX.

As a proximate result of the violations of law as above described, Plaintiffs sustained personal injuries, all of which have caused in the past and will cause in the future mental anguish, damage to credit, medical and hospital expenses, and economic loss for all of which Plaintiffs should be compensated in accordance with the laws of the State of Texas. Monetary relief over \$200,000.00 but not more than \$1,000,000.00 per Plaintiff is sought and is within the jurisdictional limits of the court.

X.

RULE 28 DEMAND

Pursuant to Rule 28 of the Texas Rules of Civil Procedure, if some other individual(s), partnership(s), corporation(s), association(s), or business entity(s) of any type are owned and/or operated under the name or names of the above Defendants, Plaintiffs hereby demand that the appropriate entity be substituted.


XI.

REQUEST FOR DISCLOSURE

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiffs request that the Defendants disclose, within 50 days of the service of this request, the information or materials described in Rule 194.2

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be cited to appear and answer herein, and that, upon final hearing, Plaintiffs have and recover judgment for and from the Defendants for all damages above set forth, treble damages under DTPA, statutory Insurance Code penalties, attorney's fees, and costs of Court, pre-judgment interest at the legal rate of interest as allowed by law, interest on the judgment at the legal rate of interest from the date of Judgment until it is paid, and for such other and further relief, special and general, to which Plaintiffs may show themselves justly entitled, whether at law or in equity.

Respectfully submitted,


PATRICK GALLAGHER
State Bar Number: 07585500
HASLAM & GALLAGHER, L.L.P.
555 South Summit Avenue
Fort Worth, Texas 76104
817-332-3115 Telephone
817-332-3148 Facsimile
Patrick@hg555.com
ATTORNEYS FOR PLAINTIFFS



Sharon O. Hill
District Clerk
117 Fort Worth Hwy.
Weatherford, Texas 76086



7012 3460 0003 2081 8876

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US POSTAGE \$006
FIRST-CLASS
ZIP 7041M12

Humana Health Plan, Inc.
Reg. Agent: Corporation Service Company
211 E 7th Street
STE 620
Austin TX 78701

78701321870





CORPORATION SERVICE COMPANY®

Notice of Service of Process

Transmittal Number: 14945187
Date Processed: 03/23/2016

Primary Contact: Elizabeth Monohan
Humana Inc.
500 West Main Street
Louisville, KY 40202

Copy of transmittal only provided to: Andrew Heineman
Dora Menard
Eric Holdridge
Brian Bargender
Joyce King
Kara Vogelsang
Lori Mattingly
Wendy Enfors

Entity:	Humana Health Plan of Texas, Inc. Entity ID Number 1884034
Entity Served:	Humana Health Plan of Texas, Inc.
Title of Action:	Clint Reynolds vs. Humana Insurance Company
Document(s) Type:	Citation/Petition
Nature of Action:	Personal Injury
Court/Agency:	Parker County District Court, Texas
Case/Reference No:	CV16-0306
Jurisdiction Served:	Texas
Date Served on CSC:	03/22/2016
Answer or Appearance Due:	10:00 am Monday next following the expiration of 20 days after service
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Sharena Gilliland J. Patrick Gallagher

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

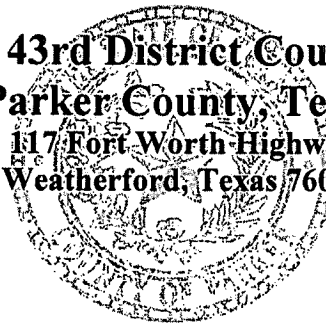
To avoid potential delay, please do not send your response to CSC

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2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

Cause No.: CV16-0306

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Parker County, Texas
117 Fort Worth Highway
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Austin TX 78701

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Parties to the Suit:

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Defendant(s): **Humana Insurance Company; Humana Health Plan of Texas, Inc.; Humana
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The nature of the suit is shown in the copy of the attached petition.

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SHARENA GILLILAND
District Clerk
Parker County, Texas

Signed: 3/18/2016 9:46:34 AM

By: Unda Padilla
Deputy

Plaintiff(s) Attorney
J Patrick Gallagher
555 S Summit AVE
Fort Worth TX 76104
817-332-3115

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Parker County, Texas*****Clint Reynolds and Ashley Reynolds vs. Humana Insurance Company, Humana Health Plan of Texas, Inc., Humana Health Plan, Inc. and Humana***

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Humana Health Plan of Texas, Inc.
Reg. Agent: Corporation Service Company
211 E 7th St STE 620
Austin TX 78701

SHARENA GILLILAND

District Clerk
Parker County, Texas

Signed: 3/18/2016 9:46:37 AM

By: Wanda Padilla
Deputy

MAILED VIA:

Certified Mail, Return Receipt Requested (number): 7012 3460 0003 2081 8869

CAUSE NO. CV16-0306

CLINT REYNOLDS AND	§	IN THE DISTRICT COURT OF
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	§	
vs.	§	PARKER COUNTY, TEXAS
	§	
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HUMANA HEALTH PLAN OF	§	
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RULE 28 DEMAND

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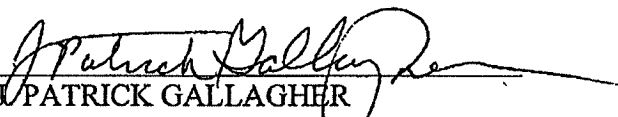
XI.

REQUEST FOR DISCLOSURE

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Respectfully submitted,


J. PATRICK GALLAGHER
State Bar Number: 07585500
HASLAM & GALLAGHER, L.L.P.
555 South Summit Avenue
Fort Worth, Texas 76104
817-332-3115 Telephone
817-332-3148 Facsimile
Patrick@hg555.com
ATTORNEYS FOR PLAINTIFFS



Case 1:16-xc-00058-BL Document 1 Filed 04/18/16 Page 1 of 29
Sharena Gilliland
District Clerk
117 Fort Worth Hwy.
Weatherford, Texas 76086



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Page 1 of 29
03/18/2016

US POSTAGE \$006



FIRST-CL

ZIP
041M1

Humana Health Plan of Texas, Inc.
Reg. Agent: Corporation Service Company
211 E 7th Street
STE 620
Austin TX 78701

78701321870

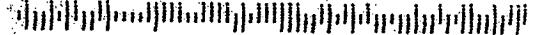


EXHIBIT B

[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New Civil Search](#) [Refine Search](#) [Back](#)Location : All Courts [Help](#)**REGISTER OF ACTIONS**

CASE No. CV16-0306

Clint Reynolds and Ashley Reynolds vs. Humana Insurance Company, §
 Humana Health Plan of Texas, Inc., Humana Health Plan, Inc. and Humana §
 §
 §
 §

Case Type: **Contract -**
Consumer/Commercial/Debt
 Date Filed: **03/17/2016**
 Location: **43rd District Court**

PARTY INFORMATION

		Attorneys
Defendant	Humana	
Defendant	Humana Health Plan of Texas, Inc.	
Defendant	Humana Health Plan, Inc.	
Defendant	Humana Insurance Company	
Plaintiff	Reynolds, Ashley	J Patrick Gallagher Retained 817-332-3115(W)
Plaintiff	Reynolds, Clint	J Patrick Gallagher Retained 817-332-3115(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS			
03/17/2016	Case Filed (OCA)		
03/17/2016	Plaintiff's Original Petition		
03/18/2016	Citation		
	Humana Insurance Company	Served	03/24/2016
	Humana Health Plan of Texas, Inc.	Served	03/22/2016
	Humana Health Plan, Inc.	Served	03/22/2016

FINANCIAL INFORMATION

	Plaintiff Reynolds, Clint		
	Total Financial Assessment		606.00
	Total Payments and Credits		606.00
	Balance Due as of 04/13/2016		0.00
03/18/2016	Transaction Assessment		606.00
03/18/2016	E-File Payment	Receipt # 2016-01599	(606.00)
		Reynolds, Clint	